

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

ENERGYLINK CORPORATION d/b/a  
ENERGYLINK INTERNATIONAL

Plaintiff,

v.

BRADEN GROUP BV f/k/a  
INNOVAGLOBAL EUROPE BV

Defendant.

C.A. No. 4:23-cv-00626

---

BRADEN GROUP B.V. and BRADEN  
AMERICAS, INC.

Plaintiffs,

v.

ENERGYLINK INTERNATIONAL INC.  
and ENERGYLINK CORPORATION

Defendants.

C.A. No. 4:23-cv-00630

**JURY TRIAL DEMANDED**

████████████████████

**BRADEN'S SUR-REPLY IN OPPOSITION TO ENERGYLINK'S  
MOTION FOR JUDGMENT ON THE PLEADINGS, OR ALTERNATIVELY, MOTION  
TO DISMISS COUNT II FOR LACK OF SUBJECT-MATTER JURISDICTION**

EnergyLink’s motion (Dkt. 41)<sup>1</sup> and reply brief (Case No. 4:23-cv-00626, Dkt. 29) are based entirely on the incorrect presumption that Innova Global Ltd., not Innova Global Operating Ltd., was the former legal title holder of the drawings and copyrights.<sup>2</sup> Braden’s amended complaint (Dkt. 33) and opposition brief (Case No. 4:23-cv-00626, Dkt. 27), however, show otherwise. The Court should deny EnergyLink’s motion because Braden Group B.V. acquired the drawings and copyrights at issue from Innova Global Operating Ltd., the prior legal title holder of the drawings and copyrights.

Braden alleged that Innova Global Operating Ltd. held title to “tangible assets, including among other things, documents and engineering drawings related to SCR systems, as well as intellectual property, including copyrights, embodied therein.” (Dkt. 33 at ¶ 26; Case No. 4:23-cv-00626, Dkt. 27 at 5–6.) The express language of the Agreement, attached to the amended complaint as Exhibit K, further confirms that Innova Global Operating Ltd. was the owner and legal title holder of these assets. The Agreement states [REDACTED]

[REDACTED] (Dkt. 34-15 at 1; Case No. 4:23-cv-00626, Dkt. 27 at 6.) The Agreement states [REDACTED]

[REDACTED] (Dkt. 33 at § 1.1(c); Case No. 4:23-cv-00626, Dkt. 27 at 6.) And the Agreement states [REDACTED]

[REDACTED]

[REDACTED] (Dkt. 33 at § 1.1(d);

---

<sup>1</sup> Unless otherwise specified, all docket entries cited in this brief refer to those previously filed in Civil Action No. H-23-630.

<sup>2</sup> Additionally, EnergyLink continues to incorrectly assert that there can be no justiciable controversy because EnergyLink has not itself claimed ownership of the copyrights. As explained in Braden’s opposition brief, because EnergyLink disputes Braden’s copyright ownership, there is an immediate controversy between the parties that warrants this Court’s jurisdiction over Braden’s declaratory judgment claim. (Case No. 4:23-cv-00626, Dkt. 27 at 8–11.)

Case No. 4:23-cv-00626, Dkt. 27 at 6.) Through the Agreement, [REDACTED]

[REDACTED] (Dkt. 33 at ¶¶ 27–29; Dkt. 41 at 5; Case No. 4:23-cv-00626, Dkt. 27 at 6.) These facts are undisputed.

To sidestep what the amended complaint and Agreement make plain, EnergyLink attempts to fabricate a “missing link” between Innova Global Ltd. and Innova Global Operating Ltd. by arguing the Braden does not plead how the copyrights at issue could have passed from Innova Global Ltd. to Innova Global Operating Ltd. (Case No. 4:23-cv-00626, Dkt. 29 at 1–4.) But there is no missing link. The entity that held legal title to the drawings and copyrights was Innova Global Operating Ltd.<sup>3</sup> (Dkt. 33 at ¶¶ 26–28; Dkt. 34-15 at 1, § 1.1(c)–(d); Case No. 4:23-cv-00626, Dkt. 27 at 5–6.) Innova Global Operating Ltd.’s status as the legal title holder does not change just because the drawings were created on behalf of Innova Global Ltd., the entity that did business for the Innova group of companies, or because they bear a label stating that “information contained within the drawing is the exclusive property of Innova Global Ltd.,” (Dkt. 33 at ¶¶ 24, 26–28. 32; Dkt. 33-1–33-15; Dkt. 34-15 at § 1.1(c)–(d); Case No. 4:23-cv-00626, Dkt. 27 at 7.) In short, the mere fact that the label “Innova Global Ltd.” appeared on the drawings does not render that entity the legal title owner.

Accordingly, the Court should deny EnergyLink’s motion.

---

<sup>3</sup> EnergyLink also raises two points in its reply brief it alleges Braden does not respond to: (1) the Agreement [REDACTED]; and (2) Innova Global Operating Ltd. does not own Innova Global Ltd.’s intellectual property. (Case No. 4:23-cv-00626, Dkt. 29 at 2–3.) These arguments are irrelevant because, as explained above and in Braden’s opposition brief, Innova Global Operating Ltd. was the legal title holder of the drawings and copyrights. (Case No. 4:23-cv-00626, Dkt. 27 at 5–8.)

Dated: May 24, 2023

FISH & RICHARDSON P.C.

By: /s/ Kevin Su

Kevin Su, Attorney-in-Charge (*Pro Hac Vice*)  
Massachusetts Bar No. 663726  
Adam J. Kessel (*Pro Hac Vice*)  
Massachusetts Bar No. 661211  
Philip K. Chen (*Pro Hac Vice*)  
Massachusetts Bar No. 703289  
One Marina Park Drive  
Boston, MA 02210  
Tel. (617) 521-7042  
Fax. (617) 542-8906  
Email: su@fr.com; kessel@fr.com;  
pchen@fr.com

Bailey K. Benedict  
Texas Bar No. 24083139  
S.D. TX Federal ID No. 1725405  
Joshua H. Park  
Texas Bar No. 24121766  
S.D. TX Federal ID No. 3653542  
909 Fannin St., 21st Floor  
Houston, TX 77010  
Tel. (713) 654-5399  
Fax. (713) 652-0109  
Email: benedict@fr.com; jpark@fr.com

Kristen McCallion (*Pro Hac Vice*)  
New York Bar No. 4428470  
7 Times Square  
20th Floor  
New York, NY 10036  
Tel. (212) 765-5070 Fax. (212) 258-2291  
Email: mccallion@fr.com

*Attorneys for Plaintiffs*  
*Braden Europe B.V. and Braden Americas, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on May 24, 2023 to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per Local Rule CV-5.1.

*/s/ Kevin Su*

\_\_\_\_\_  
Kevin Su